

State of California
**COOPERATIVE AGREEMENT
USER INSTRUCTIONS**

ISSUE AND EFFECTIVE DATE: 09/17/2014	
TITLE/DESCRIPTION:	WSCA-NASPO Hand and Power Tools
CONTRACT NUMBER(S):	7-14-99-20.01 IDSC Holdings LLC dba Snap-On Industrial, a Division of IDSC Holdings LLC 7-14-99-20.02 Hilti, Inc.
CONTRACT TERM:	July 21, 2014 through September 19, 2015
CONTRACT CATEGORY:	Non - IT Goods and Services
MAXIMUM ORDER LIMIT:	\$500,000
FOR OPTIONAL USE BY:	State Departments and Local Governmental Agencies
DGS-PD CONTRACT INFORMATION WEBSITE:	http://www.dgs.ca.gov/pd/Programs/Leveraged/wsc/handtools.aspx
STATE CONTRACT ADMINISTRATOR:	Lori Tomita (916) 375-4580 lori.tomita@dgs.ca.gov

Note to Ordering Agencies: Please carefully review the User Instructions in its entirety. Ordering Agencies are required to comply with the instructions provided herein and the terms outlined within the individual California Participating Addendum (Contracts) listed above. For questions, please contact the State Contract Administrator and reference the "Title/Description" and/or Contract Number(s). Changes to this document will be issued through a User Instruction Supplement.

Original Signature on File
Steven Kobayashi, Manager
Multiple Awards Program Section

1. SCOPE AND OVERVIEW

- A. The purpose of this WSCA-NASPO Cooperative Price Agreement is to provide a purchasing vehicle for Hand and Power Tools for all State Agencies and local government agencies, which is any city, county, district or other governmental body empowered to expend public funds per California Public Contract Code Section 10299.
- B. While the State of California makes this WSCA-NASPO Cooperative Price Agreement available to local governmental agencies, each local agency should make its own determination of whether using this WSCA-NASPO Cooperative Price Agreement is consistent with its procurement policies and regulations.
- C. The contract term is July 21, 2014 through September 19, 2015 with an option to extend the contract for two (2) additional two (2) year period(s). The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor(s) and the State. If a mutual agreement cannot be met, the contract may be terminated at the end of the current contract term.

Note: Throughout this document, "California Participating Addendum" may be used interchangeably with "agreement" or "contract." Unless otherwise specified within this document, the term "Ordering Agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and usage instructions exclusive to State departments or local governmental agencies shall be identified within each section.

2. CONTRACT AVAILABILITY

A. State Departments

- 1) Use of these agreements is non-mandatory for State of California departments.
- 2) Ordering state agencies must follow all applicable state mandated guidelines, e.g., State Administrative Manual, Management Memos, Agency Directives, California Acquisition Manual and California Codes.
- 3) Per Management Memo 05-11, products available on a mandatory statewide contract cannot be purchased by State departments under this agreement.

B. Local Governmental Agencies

- 1) Use of these agreements is optional for local governmental agencies.
- 2) A local governmental agency is any city, county, city and county, district or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges that are empowered to expend public funds. While the state makes this contract available, each local government agency should make its own determination whether the WSCA-NASPO program is consistent with its procurement policies and regulations.

3. DGS ADMINISTRATIVE FEE

The agency will not be charged the DGS Administrative fee and agencies will not be invoiced by the contractor for the use of this contract.

4. STATE CONTRACT ADMINISTRATOR

Department of General Services, Procurement Division
Multiple Award Program - WSCA
707 Third Street, 2nd Floor, MS #202
West Sacramento, CA 95605-2811

Contact: Lori Tomita
Phone: (916) 375-4580
Fax: (916) 375-4663
E-Mail: lori.tomita@dgs.ca.gov

5. PROBLEM RESOLUTION/CONTRACTOR PERFORMANCE

- a. Ordering agencies and/or contractors shall inform the State Contract Administrator in a timely manner of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, contractor performance, outstanding deliveries, etc.
- b. To report contractor performance issues, ordering agencies must submit a completed Contract/Contractor Evaluation, STD. 4. If the performance by the contractor was unsatisfactory, a copy of the Contract/Contractor Evaluation form must also be sent to Office of Legal Services. The STD. 4 form can be obtained from this link: <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

6. CONTRACTOR INFORMATION

See Attachment A for awarded contracts.

7. ORDER LIMITS/DOLLAR THRESHHOLDS

A. State Departments

- 1) WSCA-NASPO Program Limitation: \$500,000.00
- 2) For all orders under this contract, the ordering agency is not required to obtain three quotes.
- 3) Exempt entities are not subject to these order limits.

B. Local Governmental Agencies are Exempt

8. PURCHASE ORDER FORM AND EXECUTION

A State Departments

- 1) The WSCA-NASPO/State of California Contract Number must be shown on the Purchase Order.
- 2) State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

- 3) Electronic copies of the State Standard Forms can be found at the Office of State Publishing web site: <http://www.dgs.ca.gov/osp> (select Standard Forms). The site provides information on the various forms and use with the Adobe Acrobat Reader. Direct link to the Standard Form 65: <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std065.pdf>
- 4) The ordering agency defines the project scope to determine which goods are needed, and checks the electronic catalog for pricing. Then the ordering state agency completes a Form 65 (Contract/Delegation Purchase Order), including all pertinent information for each individual order issued against the Agreement and sends the Form 65 to the selected Contractor.
- 5) As a hard copy catalog is not available, you must print a copy of the contract terms and conditions, the Participating Addendum, and a copy of the e-quote from your order and retain this in your files. It is not necessary to provide a copy of each page to DGS. Additionally, it is not the contractor's responsibility to provide this information to you.

B Local Governmental Agencies

- 1) Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

9. WSCA BASE CONTRACT

This Participating Addendum is based on some or all of the products and prices from WSCA-NASPO Small Hand and Power Tools – and Accessories contract, State of Oklahoma SW818.

A copy of the actual WSCA Master Agreement is available on the Internet at:
<http://www.aboutwsca.org/contract.cfm/contract/n15-2011>

10. CONTRACT TERM

The contract term for this California Participating Addendum is July 21, 2014 through September 19, 2015.

11. PRICING

Agencies should contact the contractor to see if there is a large quantity discount available. Additionally, educational discounts may be available for educational entities. Please contact the contractor for additional information. See Attachment A for pricing.

12. PURCHASE ORDER DISTRIBUTION (Local Governments are Exempt)

A. State Departments

Copies of the STD. 65 with original signatures must be sent to the Contractor, State Controller and Department of General Services, Procurement Division. .

Department of General
Services
Procurement Division
Data Entry Unit-Second
Floor North
P.O. Box 989052
West Sacramento, CA
95798-9052
IMS: Z-1

State Controller's
Office
3301 C Street
Sacramento, CA
95814
Attn: Audit Unit

B. Local Governmental Agencies are Exempt

13. PAYMENTS AND INVOICES

A. State Departments

1) Payment Terms

See WSCA-NASPO Supplier Contract Information (Attachment A) for Payment Terms.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2) Payee Data Record (Std. 204)

Each state accounting office must have a Payee Data Record (Std. 204) in order to process payment of invoices. Agencies should request a Std. 204 from the contractor and forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed.

3) CAL-Card Use

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of Purchasing Authority Purchase Order (Std. 65) as referenced in Article 8 (Purchase Execution) and must include all required documentation applicable to the purchase.

The CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual (SCM) Volume 1, Volume 2 and Volume 3. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

B. Local government agencies may make payments according to their statutory requirements.

14. TERMINATION

Any State or Local agency may terminate any order against this agreement upon a 30 day notice provided the products or services have not already been accepted. This does not affect the termination clause of the WSCA-NASPO Master Price Agreement concerning failure to perform or upon mutual consent.

15. AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) - SUPPLEMENTAL TERMS AND CONDITIONS

- a. Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.
- b. Click here to access the [ARRA Supplemental Terms and Conditions](#)
- c. Note: Additional information regarding ARRA is available by clicking here to access the email broadcast dated 08/10/09, titled [Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act](#).

ATTACHMENT A

WSCA CONTRACT ORDERING INFORMATION

Contractor Name	IDSC Holdings LLC dba Snap-On Industrial, a Division of IDSC Holdings LLC
Contract Number	7-14-99-20.01
Contract Term Dates	7/21/2014 through 9/19/2015
WSCA Master Agreement	http://www.aboutwsca.org/contract.cfm/contract/n15-2011
CA General Provisions	http://www.dgs.ca.gov/pd/Programs/Leveraged/wsca/handtools.aspx
CA Participating Addendum	http://www.dgs.ca.gov/pd/Programs/Leveraged/wsca/handtools.aspx
Contact Manager	Bobby Draper
Phone	(985) 807-3111
Ordering Address	P.O. Box 9004 Crystal Lake, IL 60039
Phone	(877) 740-1900
Fax	(877) 740-1880
Email	order@snapon.com
Pricing (Website) Category Warranty Delivery Shipping Freight	http://www1.snapon.com/Industrial/Government_Military/StateofCalifornia.html
Contractor Ownership Information	IDSC Holdings LLC is a private company
California Seller's Permit	IDSC Holdings LLC California Seller's Permit No. is 101050413 Agencies can verify that this permit is still valid at the following website: www.boe.ca.gov .
Payment Terms	Net 45 days
FEIN	36-4070294
CAL-Card Accepted	IDSC Holdings LLC accepts the State of California credit card (CAL-Card). A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card.

ATTACHMENT A

WSCA CONTRACT ORDERING INFORMATION

Contractor Name	Hilti, Inc.
Contract Number	7-14-99-20.02
Contract Term Dates	7/21/2014 through 9/19/2015
WSCA Master Agreement	http://www.aboutwsca.org/contract.cfm/contract/n15-2011
CA General Provisions	http://www.dgs.ca.gov/pd/Programs/Leveraged/wsca/handtools.aspx
CA Participating Addendum	http://www.dgs.ca.gov/pd/Programs/Leveraged/wsca/handtools.aspx
Contract Manager	Bruce Mitchell
Phone	(918) 872-3240
Ordering Address	P.O. Box 21148, Tulsa, OK 74121-1148
Contact	Hilti Customer Service Government Specialist
Phone	(800) 950-6119
Fax	(800) 950-6610
Email	government@hilti.com
Pricing (Website) Category Warranty Delivery Shipping Freight	www.us.hilti.com/california
Contractor Ownership Information	Hilti, Inc. , a private company
California Seller's Permit	Hilti, Inc. Seller's Permit No. is 30606451. Agencies can verify that this permit is still valid at the following website: www.boe.ca.gov .
Payment Terms	Net 45 days
FEIN	06-0732334
CAL-Card Accepted	Hilti, Inc. accepts the State of California credit card (CAL-Card). A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card.

C.